

Effectiveness Of Article 42 Sentence (1) Uu No. 6 Of 2023 On The Creation Of Work Regarding The Implementation Of The Basis Of Legal Certainty In The Mortgage Agreement By The Banks With The Act Of Binding Agreement Of Sale And Purchase

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Abstract

PT Bank Tabungan Negara (Persero) Tbk (Bank BTN) is a State-Owned Enterprise (BUMN) which operates in the banking sector, committed to being a bank that serves and supports housing sector financing. The mission carried out by Bank BTN is to actively support the government in advancing the welfare of the Indonesian people through home ownership and realizing the life that millions of Indonesians dream of through providing decent homes. One type of credit that is still in demand and needed by the public is KPR (Home Ownership Credit). Bank BTN as a bank that focuses on housing financing certainly fully supports the One Million Houses Program launched by the government. It is proven that currently Bank BTN is a bank with market share The largest Home Ownership Credit (KPR) in Indonesia. In order to improve and optimize services to the community with the development of the KPR business and support Bank operations both in terms of business processes and maintaining document quality, there are conditions where it is not possible to make a Sale and Purchase Deed (AJB) so that a temporary binding agreement is needed, namely a Sale and Purchase Agreement (PPJB). This research aims to determine the implementation of KPR agreements by Bank BTN with sale and purchase binding deeds (PPJB) according to Article 42 paragraph (1) of Law no. 6 of 2023 concerning Job Creation at Bank BTN Kediri. This type of research is empirical juridical legal research and the specifications in this research are descriptive. The source and type of data in this research is primary data obtained from field studies in the form of interviews with Bank BTN Kediri employees. And secondary data was obtained from literature studies related to the theory of legal certainty. The results of this research are that the implementation of the KPR agreement by Bank BTN with the PPJB deed based on Article 42 paragraph (1) of the Job Creation Law does not fully meet the requirements stipulated in Article 42 paragraph (2) of the Job Creation Law.

Keywords: *Home Ownership Credit, Sales and Purchase Binding Agreement, Basis of Legal Certainty.*

INTRODUCTION

A house is one of society's basic needs that must be met so that every Indonesian citizen can own and live in a house that is livable. This is in accordance with Article 28 H paragraph 1 of the 1945 Constitution (UUD 1945) which reads "Everyone has the right to live in physical and spiritual prosperity, to have a place to live, and to have a good and healthy living environment and has the right to receive health services." The government through the Ministry of Public Works and Public Housing (PUPR) continues to strive to overcome the housing shortage (backlog) especially for low-income communities (MBR) through the One Million Houses Program. The One Million Houses Program (PSR) was launched by the President of the Republic of Indonesia Joko Widodo (Jokowi) and is a national strategic program that needs support from various parties. The One Million Houses Program is an acceleration and collaboration movement between the government and housing development actors in providing adequate housing for the community which was launched by President Joko Widodo on April 29 2015. The One Million Houses Program development target is to build a minimum of one million housing units per year. The PSR achievement from 2015 to 2023 is 9,206,379 housing units throughout Indonesia. This achievement certainly cannot be separated from the support of various stakeholders in the housing sector or housing stakeholders, namely from housing developers, banking circles, the

private sector, and all Indonesian society. One of the keys to the success of the one million houses program is the smooth process of distributing financing subsidies, which is mainly supported by banks.

Houses are a necessity for people who have families. Because a livable house is one of the basic human needs that inevitably must be met and has an impact on human social life. One way to get it is with a Home Ownership Credit (KPR) from several banks that meet the requirements to provide home financing. One of the national banks with experience in the mortgage sector is PT. Bank Tabungan Negara (Persero) Tbk or Bank BTN. In fact, Bank BTN is the first bank in Indonesia to have the authority to distribute home financing. Bank BTN is a State-Owned Enterprise (BUMN) which operates in the banking sector, committed to being a bank that serves and supports housing sector financing. The mission carried out by Bank BTN is to actively support the government in advancing the welfare of the Indonesian people through home ownership and realizing the life that millions of Indonesians dream of through providing decent homes. One type of credit that is still in demand and needed by the public is KPR (Home Ownership Credit). It is hoped that the existence of housing financing assistance in the form of subsidized KPR will be able to stimulate the enthusiasm of developers and the community to own livable houses. Bank BTN as a bank that focuses on housing financing certainly fully supports the One Million Houses Program launched by the government. Bank BTN, as a state-owned bank with the largest mortgage financing market share in Indonesia, has a significant role in ensuring the implementation of the One Million Houses Program. It is proven that currently Bank BTN is a bank with market share The largest Home Ownership Credit (KPR) in Indonesia, and is the main contributor to the success of the One Million Houses Program which was launched by the government in 2015. One of the achievements of the One Million Houses Program is the result of the distribution of Subsidized KPRs carried out by Bank BTN. To date, Bank BTN has contributed more than 60% in achieving the construction of a million houses in various regions. In 2023, KPR Bank BTN will take over market share KPR nationally. Meanwhile, for subsidized KPR, Bank BTN's dominance is unstoppable by controlling it market share by 87%. In the housing ecosystem, Bank BTN has a role as enabler which provides financing from the supply side through construction credit to developers or housing developers and the other side demand by providing mortgages to the community.

KPR from Bank BTN is provided for home purchases from developers and non-developers. The goals are varied, whether for buying a new house or second, purchase of a house ready to live in (ready stock), the house is not finished yet (indent), nor take over credit from other banks. The requirements for applying for a KPR at Bank BTN include general requirements and document requirements. These general requirements include citizenship, length of service, applicant's age, and so on. This requirement is different from the document requirements, namely filling in the credit application formula, copy of husband and wife's KTP, copy of marriage certificate, copy of family card, copy of NPWP, copy of Employee Appointment Decree / copy of Business License, salary slip for the last 3 months, and savings account mutation 3 last month. Then document mandatory Another thing that must be attached is a guarantee document in the form of a Building Use Rights Certificate (SHGB) / Ownership Rights Certificate (SHM) that has been broken (splitting) and Building Construction Permit (IMB) or Building Approval (PBG).

If the credit application has been approved, approval of the credit application is conveyed to the prospective debtor in writing in the form of SP3K. Letter of Confirmation of Approval of Credit (SP3K) is a notification letter given by the Bank to prospective debtors whose credit has been approved. This is one of the conditions for entering into a credit agreement. SP3K is intended for prospective debtors to understand more deeply the requirements for granting credit and prepare the things the Bank needs. The Letter of Confirmation of Approval for Granting

Credit (SP3K) can be in the form of a physical or electronic document, while the notification can be delivered via electronic media (SMS, WA, email, telephone, and other media).

A KPR credit agreement can be carried out if all the requirements in the SP3K have been fulfilled, which is preceded by the signing of the Deed of Sale and Purchase (AJB) which will be carried out simultaneously with the signing of the Credit Agreement. Before AJB is carried out, there are several requirements that must be completed as follows:

1. Certificate splitzing, meaning the certificate has been broken down by field.
2. Certificate checking (clearance), namely ensuring that the land certificate is not in dispute, blocked or confiscated.
3. Payment of duties on the acquisition of land and building rights (BPHTB), which is 5% of the tax base or tax acquisition value (NPOP) - non-taxable tax object acquisition value (NPOPTKP). The value is determined by the results of tax validation carried out by the local Regional Revenue Agency. Usually this BPHTB is the responsibility of the buyer.
4. Payment of Income Tax (PPh), which is 2.5% of the results of tax validation carried out by the local Regional Revenue Agency. Usually this BPHTB is the responsibility of the seller.
5. Certificate transfer fees or other notary fees arising from the Credit Agreement which will be followed by other agreements of this nature accessory.

The transfer of land rights through sale and purchase must be registered with a deed made by PPAT appointed by the Bank, as stipulated in Article 37 paragraph (1) of Government Regulation No. 24 Year 1997 About Land Registration which reads as follows:

"Transfer of land rights and ownership rights to apartment units through sale and purchase, exchange, grant, entry into a company and other legal acts of transfer of rights, except transfer of rights through auction, can only be registered, if proven by a deed made by the PPAT authorized according to the provisions of applicable laws and regulations."

However, the fact is that not all KPR credit contracts can be implemented through AJB. This happens because KPR applicants who buy houses from developers have not all had their certificates broken down per plot (they are still master certificates or are even still in the process of merging certificates). Most housing developers are still in the process of processing land legality and project permits when applying for KPR to Bank BTN, this is done to save time. So that the KPR process at Bank BTN and the legality process can be carried out simultaneously.

In order to increase the achievements of the Million Houses Program and reduce numbers backlog housing for the MBR community, developers must be more aggressive in providing and selling houses, but the slow legal process has quite an impact on meeting housing needs. One of the obstacles to meeting the housing needs is the condition that it is not possible to make a Sale and Purchase Deed (AJB), so a temporary binding agreement is needed, namely a Sale and Purchase Agreement (PPJB). In certain conditions which result in the Sale and Purchase Deed not being able to be made by the Land Deed Official, a Notary will make a Sale and Purchase Agreement Deed. The signing of the deed of sale and purchase agreement does not result in a transfer of rights, but only serves as a basis for a mortgage credit agreement to be entered into. The transfer of rights is carried out based on a sale and purchase deed made by the Land Deed Official. This sale and purchase binding agreement is carried out as a form of preliminary agreement. A preliminary agreement is carried out as a step to provide legal certainty and simplify house buying and selling activities and provide legal protection for the parties. The preliminary agreement or sale and purchase binding agreement (hereinafter referred to as PPJB), is the basis for a KPR credit agreement to be carried out to accommodate the inability to carry out AJB.

In the PPJB there has been no 1338 transfer of rights regarding ownership of houses or apartment units from the developer to the consumer. However, conceptually, PPJB is an

agreement that falls within the scope of Article 1313 of the Civil Code (BW) which states: "An agreement is an act in which one or more people bind themselves to one or more people." This can also be seen from Article 1320 of the Civil Code (BW) where PPJB has fulfilled the legal requirements for an agreement, namely:

1. Their agreement that binds them;
2. The ability to make an agreement;
3. A specific issue;
4. A reason that is not prohibited.

Apart from these conditions, the agreement must also be based on the principles of the agreement, namely: trust, balance, equality, certainty, propriety, morals, customs and protection. (Sinaga, 2018) Legal principles can be said to be the foundation of positive law, for the reason that legal principles are essentially an abstraction of a rule whose application is more general and broader than the provisions of positive legal norms, this is because legal principles originate from human reason and conscience to be able to distinguish between what is good or bad. bad, fair and unfair, and humane or not. (Shidarta&Rizal, 2014)

Certainty as a legal figure must contain legal certainty. This certainty is expressed in the binding force of the agreement, namely as law for the parties. According to Juridical-Dogmatic teachings, law is synonymous with certainty. Legal certainty is realized by law which in its nature creates a legal rule. According to this school, even though the rule of law or the application of the law feels unfair and does not provide great benefits for the majority of society, this is not a problem if legal certainty can be realized. (Achmad Ali, 2002) The nature of the law proves that the law does not aim to realize justice or benefit, but merely for certainty.

The basis of legal certainty or also called the basis to keep the agreement is a principle related to the consequences of the agreement. This means that the judge or third party must respect the substance of the contract made by the parties, as befits a law. They may not intervene in the substance of the contract made by the parties. This principle is also known as the principle of binding force, namely the principle which states that the parties must fulfill what they agreed to in the agreement they made, as regulated in Article 1338 paragraph (1) of the Civil Code. Based on this, the principle of legal certainty is very important in every process of making an agreement because the injured party must receive legal protection.

At the beginning of March 2023, there were 10 (ten) Letters of Confirmation of Approval for Providing Subsidized KPR Credit (SP3K) from Bank BTN Kediri Branch to users or home buyers at the Gedangsewu View Pare Housing Complex which was built by the developer PT. Dzaky Abadi Award. At that time, there was no land certificate for the Gedangsewu View Housing Complex splitting per field. That at that time the status of the Gedangsewu View residential land was still in the form of a District Land Office Decree. Kediri No. 18/HGB/BPN – 35.06/III/2023 date. March 13 2023 concerning Granting Building Use Rights to PT. Anugerah Dzaky Abadi, and the Building Approval (PBG) has not been issued which is proof of the legality of the housing building. These two legalities, namely land certificates that have been broken up per plot and building construction permits, are mandatory requirements from Bank BTN to be able to carry out mortgage credit contracts using a Sale and Purchase Deed, so that housing needs can be distributed to the community.

Apart from the legality of land and permits, as many as 10 (ten) housing units in the Gedangsewu View Housing Complex which already have SP3K from Bank BTN Kediri apparently are not 100% complete. This is a new obstacle for Bank BTN Kediri in distributing subsidized KPR to the public, namely home buyers in Gedangsewu View Housing from PT. Dzaky Abadi Award. On the other hand, it is hoped that a credit agreement can be carried out due to the limited quota for subsidized KPR from the government which is distributed every quarter.

Given these various obstacles, Bank BTN Kediri will accommodate the interests of the parties by implementing a Subsidized KPR credit agreement using PPJB as regulated in Directors Circular Letter No. 57/DIR/SMD/2019 dated 19 November 2019 concerning Amendments to Directors' Circular Letter Number 41/DIR/SMD/2017 dated 24 July 2017 concerning Instructions for Implementing Subsidized BTN Home Ownership Credit Agreements Using a Sale and Purchase Agreement Deed (PPJB). Of course, the implementation of the Subsidized KPR credit agreement using PPJB must meet the requirements stipulated in the provisions of Directors' SE No. 57/DIR/SMD/2019 so that we can mitigate risks that will arise in the future.

The implementation of the Subsidized KPR credit agreement by Bank BTN Kediri with PPJB is also regulated in Article 42 paragraph (1) of Law no. 6 of 2023 concerning Job Creation, the preliminary sale and purchase agreement is generally in the form of a PPJB, namely "Single houses, row houses and/or flats which are still under construction can be marketed through a preliminary sale and purchase agreement system in accordance with the provisions of statutory regulations". In implementing PPJB in accordance with the Job Creation Law, it must fulfill the requirements stipulated in Article 42 paragraph (2) of Law no. 6 of 2023 concerning Job Creation which reads as follows:

- a. Land ownership status;
 - b. What was agreed upon;
 - c. Building Approval;
 - d. Availability of Public Infrastructure, Facilities and Utilities;
- and. Housing Developability is at least 20%.

Departing from these problems, the author discusses the research entitled "Effectiveness of Article 42 Paragraph (1) of Law No. 6 of 2023 on the Creation of Work Regarding the Implementation of the Basic Legal Certainty in KPR Agreements by Banks with the Binding Agreement of Sale and Purchase Act (Study at Bank BTN Kediri Branch)".

RESEARCH METHODS

The type of research that the author uses is field research and based on the nature of the problem, this type of research is qualitative descriptive, that is, the data collected is in the form of words, images, behavior, not expressed in the form of numbers or statistical figures but rather in qualitative form which has a richer meaning than just numbers or frequencies. All data collected is likely to be the key to what has been researched. (L.J. Moleong, 2004) The location of this research is at Bank BTN Kediri Branch. In order not to be too broad in the discussion, focus is needed in the research. Therefore, this research will focus on implementing the principle of legal certainty for the parties in the Bank BTN KPR agreement with the sale and purchase agreement deed. The author makes direct observations of the objects to be studied by seeing directly how the mortgage mechanism process works at Bank BTN Kediri Branch and the author will conduct direct interviews with employees of Bank BTN Kediri Branch.

RESULT AND DISCUSSION

Article 1457 of the Civil Code defines sale and purchase as "an agreement in which one party binds himself to hand over an object and the other party pays the price that has been promised." One mechanism for transferring property rights is through buying and selling, as well as through home ownership developer, between buyers (consumers) and sellers (developer) will later go through the buying and selling stages. Considering that the sale and purchase is in the form of land and buildings, the sale and purchase must be with a written agreement, where the

parties can precede it by making an agreement. The preliminary sale and purchase agreement is generally in the form of a PPJB as stated in Article 42 paragraph (1) of Law no. 6 of 2023 concerning Job Creation, namely "Single houses, row houses and/or flats which are still under construction can be marketed through a preliminary sale and purchase agreement system in accordance with the provisions of statutory regulations". Further provisions regarding the preliminary sale and purchase agreement system as referred to in Article 42 paragraph (1) of the Job Creation Law are regulated in Article 1 number 11 of Government Regulation no. 12 of 2021 concerning Amendments to Government Regulation Number 14 of 2016 concerning the Implementation of Housing and Settlement Areas states that "PPJB is an agreement between the development actor and each person to carry out the sale and purchase of houses or apartment units which can be carried out by the development actor before construction of flats or single houses and row houses as stated in a notarial deed."

Another legal basis for implementing PPJB is Article 42 paragraph (1) of Law no. 1 of 2011 concerning Housing and Settlement Areas which reads "Single houses, row houses and/or flats which are still in the construction stage can be marketed through a preliminary sale and purchase agreement system in accordance with the provisions of statutory regulations." Then Article 43 paragraph 1 of Law no. 20 of 2011 concerning Flats which states that "The process of buying and selling flats before the construction of flats is completed can be done through PPJB in the presence of a notary", Then

In the SE of the Board of Directors of Bank BTN No. 57 of 2019 dated November 19 2019 concerning Subsidized KPR Credit Agreements Using PPJB and Special Policies for Implementing Non-Subsidized KPR/KPA BTN Credit Agreements Using PPJB dated April 5 2022 explains the meaning of the Sale and Purchase Agreement, hereinafter referred to as PPJB is an agreement between the seller and the buyer which made by notarial to carry out a temporary binding before making an official AJB before the Land Deed Making Official (PPAT).

The definition of PPJB according to R. Subekti is an agreement between the seller and the buyer before the sale and purchase is carried out because there are elements that must be fulfilled by the sale and purchase, including the certificate of title to the land does not yet exist because it is still in process, or the price has not yet been paid off or The taxes imposed on the sale and purchase of land rights cannot be paid by either the seller or the buyer.(R. Subekti, 1998) This sale and purchase binding agreement is carried out as a form of preliminary agreement. A preliminary agreement is carried out as a step to provide legal certainty and simplify house buying and selling activities and provide legal protection for the parties. Preliminary agreement or binding sale and purchase agreement (hereinafter referred to as PPJB).

PPJB is made automatically notarial is an authentic deed in accordance with Article 1868 of the Civil Code (BW) which states that "An authentic deed is a deed made in a form determined by law by or before a public official authorized to do so in the place where the deed is made.". In relation to this authentic deed, Article 1870 of the Civil Code (BW) confirms that a deed made before a Notary has perfect evidentiary power, which reads as follows: "An authentic deed provides between the parties and their heirs or those who get rights from them, a perfect proof of what is contained in it."

In the PPJB there has been no formal transfer of rights regarding ownership of houses or apartment units from the developer to the consumer. However, conceptually, PPJB is an agreement that falls within the scope of Article 1313 of the Civil Code (KUHPperdata). Consequently, PPJB originates from the freedom of the parties to make agreements in accordance with what is regulated in Article 1338 of the Criminal Code, namely the principle of consensuality, agreements are to be kept and the basis of freedom of contract.

In this regard, the PPJB contains general principles that apply to engagements, namely: (Mariam Darus, 2011)

1. foundation of trust, implies that everyone who will enter into an agreement will fulfill every achievement held between them in the future.
2. Basis of Legal Equality, that legal subjects who enter into an agreement have the same position, rights and obligations in law. They are not differentiated from one another, even though the legal subjects differ in skin color, religion and race.
3. Basic Balance, namely the principle that requires both parties to fulfill and implement the agreement. Creditors have the power to demand performance and, if necessary, can demand repayment of performance through the debtor's assets, but the debtor also bears the obligation to carry out the agreement in good faith. In other cases, it is not only limited to fulfilling obligations, but also there is a balance in the positions of the parties.
4. Basis of Legal Certainty, Agreements as legal figures must contain legal certainty. This certainty is expressed in the binding power of the agreement, namely as law for those who make it.
5. Moral Principles, This moral principle is bound up in a reasonable agreement, that is, a person's voluntary action cannot claim the right for him to sue the performance of the debtor. This looks deep business management, that is, someone performs an action voluntarily (morally).
6. Principle of Decency, which is stated in Article 1339 of the Civil Code. This principle relates to provisions regarding the contents of the agreement.
7. Basic Habits, This principle is seen as part of the agreement. An agreement is not only binding for what is expressly regulated, but also things that are customarily followed.
8. Basic Protection, which implies that debtors and creditors must be protected by law.

Specifically, PPJB is included in sales and purchase agreements, which means: "an agreement by which one party binds himself to deliver an item, and the other party to pay the promised price". (Wirjono Prodjodikoro, 1998) More broadly, Prof. Wirjono defines buying and selling as a legal act regarding assets between two parties, where one party promises or is deemed to have promised to do something or not to do something, while the other party has the right to demand the implementation of that promise. (Subekti, 1998)

Even though the PPJB is preliminary, it has a consensual nature where the agreement or agreement is valid when an agreement is reached between the seller and the buyer regarding the main elements, namely goods and price. This characteristic is confirmed in Article 1458 of the Civil Code which reads: "A sale and purchase is deemed to have occurred between the two parties when they have reached an agreement regarding the goods and the price, even though the goods have not been delivered or the price has not been paid." So developers are tied to consumers dream to dream regarding rights and obligations through PPJB and there is no need to wait for the object, namely the flat unit, to be physically available.

PPJB is a legal instrument of sale and purchase between the seller (developer) and the buyer (debtor) before the AJB can be signed. This happens for the following reasons:

1. The construction of the house / apartment has not been completed, but a certificate has been issued in the name of the developer;
2. The construction of the house/apartment has been completed, but the master certificate in the name of the developer is still in the process of being resolved/ splitzing;
3. The construction of the house/apartment has not been completed and the master certificate in the name of the developer is still in the process of being resolved/ splitzing;
4. The Sales Value of Tax Objects (NJOP) or Land and Building Tax (PBB) has not yet been issued, which is the basis for calculating the Land and Building Rights Acquisition Fee (BPHTB), which is one of the conditions for transferring rights to AJB;
5. The BPHTB has been validated and paid and the condition of the certificate has been broken but the mortgage is being installed because it is credit collateral;

6. The certificate has been broken but cannot be done clearance tax certificates and validation related to limited conditions of Tax Office and Land Office Services.

So, it can be interpreted that PPJB plays a role in guaranteeing the fulfillment of the rights and obligations between the parties in land and building sale and purchase transactions as long as the elements that prevent the actual sale and purchase from being carried out have not been completed. The application of the principle of legal certainty in making PPJB is the main thing in order to regulate the rights and obligations of each party and to avoid the existence of an unbalanced situation between the parties, especially domination by the other party. developer.

Legal certainty is not only related to the articles contained in the law but also the consistency in the judges' decisions that have been decided. Where Right Uncertain, There No Right (where there is no legal certainty, there is no law). Gustav Radbruch put forward 4 (four) underlying things related to the meaning of legal certainty, namely:

- a. First, law is positive, meaning that positive law is legislation.
- b. Second, the law is based on facts, meaning it is based on reality.
- c. Third, facts must be formulated in a clear way to avoid errors in meaning so that they are easy to implement.
- d. Fourth, positive law cannot be easily changed. According to Gustav Radbruch, this is based on the fact that legal certainty is certainty about the law itself.

Legal certainty is a product of law or more specifically legislation.(Said Sampara, 2011) In this writing, the theory of legal certainty will analyze when a regulation is created and promulgated which will definitely regulate it clearly and logically. Clear means that it does not give rise to doubt and logical means that a system of norms combines with other norms so that they do not conflict with each other so that it does not give rise to conflict of norms or a void in norms.

Implementation of the BTN KPR agreement with PPJB can be carried out if the Developer has fulfilled the requirements that must be met. First, Sign the Cooperation Agreement between the Developer and the Bank which regulates the following matters:

- a. Developer's obligation to complete house construction and documents (Certificate, AJB, and IMB/PBG) within the specified time period;
- b. Blocking the realization of KPR of a certain value based on the value of the guarantee fund;
- c. There is a power of attorney granted by the Developer and/or the Bank can submit the certificate processing process to the PPAT Notary or other party appointed by the Bank with a fee debited from the existing retention fund/guarantee fund;
- d. In the event that the Debtor is in default or is in arrears for a maximum of 3 (three) months in installments according to the PK and PPJB and has not been followed up with the signing of the AJB, the Developer agrees and authorizes the Bank to decide that the Developer will take over the Debtor's credit through Subrogation or buy back the Debtor's collateral with the purchase proceeds. The return is used to pay off the BTN KPR.

Second, Bank BTN carries out an assessment to determine whether the Developer Segmentation is in the Platinum, Gold, Silver or Bronze category. PT. Anugerah Dzaky Abadi, who is a developer partner from Bank BTN Kediri Branch, received Gold category segmentation, so he could get special policy facilities. In accordance with Joint Memo with State Savings Bank NSLD Division No. 378 & SMD No. 281 concerning Submission of the Developer Segmentation Determination Policy dated 18 April 2022, there is a relaxation of the policy that can carry out KPR Credit Agreements through PPJB with minimum certificate conditions in the form of SK HGB and PBG still in process for developers in the Platinum or Gold category.

Third, there is a Developer's Statement Letter and/or Covernote A notary must at least contain the following things:

- a. Guarantee Object;

- b. Management requirements (at least there is information on binding collateral and provision of costs which are the obligations of the Developer/Debtor);
- c. Time period for completion and submission of documents;
- d. Sanctions for late submission of documents; And
- e. The land is not in dispute and has no problems.

Covernote of Notary Eritna Siska SH, MKn was made on date. March 9 2023 regarding guarantees for processing the Main SHGB and Splitzing Certificate a.n PT. Dzaky Abadi Award. The covernote also states that taxes and processing fees have been paid in full by PT. Dzaky Abadi Award. And the certificate is not being pledged/secured elsewhere, there is no blocking, no confiscation, and no dispute. The SHGB and Splitzing completion period is promised to be completed within 2 months. Bank BTN requires guarantees for processing the Parent SHGB and Splitzing Certificate a.n PT. Anugerah Dzaky Abadi from the Notary to obtain legal certainty regarding the legality of the land. So that the buyer's interests regarding ownership of land rights and the Bank's interests regarding the legality of mortgage collateral can be protected. Later, when the main SHGB has been completed, the certificate will be split and then the certificate name will be changed.

Apart from the covernote from Notary Eritna Siska, there is also a statement letter from the developer PT. Anugerah Dzaky Abadi dated March 15 2023 in accordance with Point 9 in the Attachment to NSLD Joint Memo No. 378 & SMD No. 281 concerning Submission of Developer Segmentation Determination Policy dated April 18 2022, which states that Parent SHGB and Splitting a.n PT. The Dzaky Abadi Award is being processed through Notary Eritna Siska, SH. MKn. Apart from that, it also explained that the taxes and processing fees had been paid in full by PT. Dzaky Abadi Award. And the certificate is not being pledged/secured elsewhere, there is no blocking, no confiscation, and no dispute. The completion period for SHGB and Splitzing is promised to be completed within 2 months. And commit to completing the PGB processing within a maximum of 6 months. This is required by the Bank as a form of legal protection from potential undesirable possibilities or default from the developer in the future. Apart from that, this statement letter from the developer is a form of serious commitment to completing the legality of the project. This developer's statement letter will later be verified by Collateral Verification Officer to find out whether or not a mortgage credit agreement can be carried out.

Fourth, the Bank carries out an inspection of the house purchased by the prospective debtor to assess the physical performance of the building, facilities and infrastructure, the assessment of which can be carried out by the Bank's internal appraiser or an independent appraisal from the Bank's partners. This physical inspection of the building is usually called the Final Inspection Report (LPA) to determine whether or not the physical building of the house purchased by the prospective debtor passes for the KPR credit agreement. At Bank BTN Kediri, LPA is carried out by Collateral Verification Officer (CVO).

Fifth, if the physical building of the house is not 100% complete, the condition of road specifications with standards on pavement has not been completed, the PLN electricity and clean water networks have not been completed / not connected, then you can follow the policy relaxation provisions according to the Memo Subsidized Mortgage Lending Division (SMD) No. 25 dated January 9 2023 which regulates the Implementation of Subsidized KPR Agreements with building specifications offered by developers exceeding standards in accordance with the provisions of Ministerial Decree No. Kimpraswil. 403/KPTS/M/2022 and at the time of the credit agreement the specifications had not been finalized. Policy requests must be submitted by the Branch Office to the Regional Office and decided in accordance with the developer segmentation provisions in NSLD Joint Memo No. 378/M/NSLD/PDP/IV/2022 and SMD No.

281/M/SMD/PPD/IV/2022 dated 18 April 2022 concerning Submission of Developer Segmentation Determination Policy, with the following provisions:

- a. Developer Platinum And Gold decided by the Head of the Regional Office or Deputy Head of the Regional Office;
- b. Developer Silver And Bronze decided by the Head of the Regional Office.

The implementation of the KPR agreement with the PPJB deed by Bank BTN is in accordance with the internal regulations regulated by the company, namely Bank BTN Directors SE No. 57 of 2019 dated 19 November 2019 concerning Amendments to Directors' Circular Letter Number 41/DIR/SMD/2017 dated 24 July 2017 concerning Instructions for Implementing Subsidized BTN Home Ownership Credit Agreements Using Deeds of Sale and Purchase Agreements (PPJB) and Special Policies for Implementing Credit Agreements Non-Subsidized BTN KPR/KPA Using PPJB dated April 5 2022, as outlined in Joint Memo No. 378 /M/NSLD/PDP/IV/2022 from the Non Subsidized Mortgage & Personal Lending Division (NSLD) and No. 281 /M/SMD/PPD/IV/2022 from the Subsidized Mortgage Division (SMD) dated April 18 2022 concerning Submission of the Developer Segmentation Determination Policy. This means that the implementation of the Bank BTN KPR agreement with the PPJB deed already has legal certainty for the parties. However, not all of them have met the requirements for implementing PPJB in accordance with Article 42 paragraph (2) of Law no. 6 of 2023 concerning Job Creation. So it can be said that Article 42 of the Job Creation Law is not yet effective because there are still incompleteness and legal conflicts in practice.

CONCLUSION

Implementation of the Bank BTN KPR agreement with the PPJB deed can be carried out if the following conditions are met:

1. Sign the Cooperation Agreement between the Developer and the Bank.
2. Determination of developer segmentation by the Bank, to determine whether the developer category is in the Platinum, Gold, Silver or Bronze category.
3. There is a Developer's Statement Letter and/or Notary Covernote which at a minimum contains the object of collateral, processing requirements, time period for completion and submission of documents, sanctions for late submission of documents, and the land is not in dispute or has problems.
4. Physical inspection of the building by the Bank, which is usually called the Final Inspection Report (LPA), to determine whether or not the physical building of the house purchased by the prospective debtor passes for the KPR credit agreement.
5. Request a policy to the Regional Office if the physical building of the house is not 100% complete, the condition of the residential road is not finished or at least the pavement is not finished, and the PLN electricity and clean water networks are not finished / not connected.

The implementation of the Bank BTN KPR agreement with the PPJB deed already has legal certainty for the parties. However, not all of them have fulfilled the PPJB implementation requirements in accordance with Article 42 paragraph (2) of Law no. 6 of 2023 concerning Job Creation. So it can be said that Article 42 of the Job Creation Law is not yet effective because there are still incompleteness and legal conflicts in practice.

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